

# The Life of a Workers' Compensation Claim

## Employer's Responsibilities

### Labor Code 5401

- The Employer will PROVIDE (in person or by mail) an *Employee's Claim Form for Workers' Compensation Benefits* (DWC-1/SCIF 3301) within one working shift of their knowledge of injury
- Should NOT be completed by the supervisor
- Knowledge is when any supervisor or lead person has been told of or witnesses the injury

<http://www.scif.com/pdf/3301NCR.pdf>

### Labor Code 5402

- The Employer has **one working day** after an Employee Claim form is filed to authorize medical treatment.

## Labor Code 6409.1

- The Employer will complete and submit an *Employer's Report of Occupational Injury or Illness* (SCIF 3067) within 5 working days of knowledge of an injury.

The image shows two forms from the State Compensation Insurance Fund (SCIF). The left form is the 'EMPLOYER'S REPORT OF OCCUPATIONAL INJURY OR ILLNESS' (SCIF 3067) and the right form is the 'SUPERVISOR'S REVIEW' (SCIF 3067-R). Both forms contain various sections for reporting an injury or illness, including employee information, supervisor review, and state compensation insurance fund adjusting offices.

[http://www.scif.com/pdf/SCIFSTATES\\_3067.doc](http://www.scif.com/pdf/SCIFSTATES_3067.doc)

- MUST be completed by a supervisor
- Not an admission of liability
- Employers opportunity to tell what they think
- Not admissible in any proceedings
- Protected under Attorney/Client Privileges
- No Copies will go to Doctor/Applicant's attorney/Injured Employee

## SCIF Responsibilities

### Labor Code 4650

- SCIF will make a decision regarding liability and will notify the employee within 14 days of the **Employer's Knowledge**
  - Accept – Pay benefits due
  - Deny
  - Delay – 90 days to make a final decision on liability
    - Obtain Medical treatment records
    - Investigation
    - Obtain Medical Evaluation (QME/AME)
    - Pay up to \$10,000 in medical benefits (LC5402)

## **Determining Liability**

### **Primary issues related to determining liability**

- AOE/COE
- Labor Code 3202: Liberal Construction
- Labor Code 3212-3213.2: Presumptive Injuries or Illnesses
- Medical Substantiation

**AOE/COE** – in order for a claim to be considered compensable under California Law, one of two elements must be present

- Injury must **Arise Out of Employment**
- Injury must occur in the **Course of Employment**

### **Liberal Construction -**

- Labor Code 3202 – Workers’ compensation laws shall be liberally construed by the courts with the purpose of extending their benefits for the protection of persons injured in the course of their employment
- LC 3202.5 - Requires all parties meet their evidentiary burden of proof on all issues by a preponderance of evidence and all parties are equal before the law

### **Presumptive Injuries/Illnesses**

- LC 3212 through 3213.2
- Certain state and local public safety members and fire fighters are entitled to a statutory presumption that the condition “arose out of or in the course of employment
- Always provide an Employee Claim form (SCIF 3301) if they are subject to any of the following presumptions:
  - Heart Trouble
  - Hernia
  - Tuberculosis
  - Meningitis
  - Low Back (CHP only)
  - Pneumonia
  - Lyme Disease
  - Cancer, Including Leukemia
  - Skin Cancer
  - Bio-chemical Exposure
  - Blood-borne Infections Diseases

**Medical Substantiation** - Every injury must be medically substantiated (LC5402-ER must authorize medical treatment within one working day)

- **30 day Employer Control –**

- Chosen doctor/medical facility must be posted in a visible area that is frequented by employees
- Should be a doctor from the MPN

<http://www.scif.com/pdf/e13913.pdf>

- **Pre-designated treating physician**

- Employer must provide every employee the opportunity to pre-designate a personal physician or their personal physician's multi-specialty medical group
- The employee must pre-designate the physician prior to the injury
- The physician or multi-specialty medical group must agree to be pre-designated
- Must be a medical doctor or doctor of osteopathic medicine that has treated the employee prior to the designation and maintains the employee's medical records

- **Medical Provider Network (MPN)**

- List of doctors maintained by SCIF
- All claims with Dates of Injuries of **1/1/06 or later** must treat with a doctor within the network
- Employers should refer all injured employees (who have not pre-designated) to the MPN

[http://www.scif.com/MedFinder/medfinder\\_fset.htm](http://www.scif.com/MedFinder/medfinder_fset.htm)

# **Types of Claims**

## **Non-Disability**

- Claims that result in 3 days or less of medically authorized temporary disability
- Less complex types of injury requiring limited medical oversight
- Can be “First Aid Only” claims
- No Permanent Disability reasonably expected
- Do not involve legal representation
- Closed within 6 months
- Not used in calculating the State Contract Service Fees

## **Disability**

- Injuries that result in more than 3 days of medically-authorized lost time from work
- Can be more complex types of injuries requiring moderate to extensive medical treatment
- Most likely will involve permanent disability
- May involve Vocational Rehabilitation or Supplemental Job Displacement Benefit
- May involve legal Representation
- Expected to be around over 1 year
- Are used in calculating the State Contract Service Fees

## **Maintenance Claims**

- Settled by Stipulation
- Continuing to pay out permanent disability award and/or life pension
- Medical Treatment for the rest of the claimant’s life

## **First Aid Claims**

- Does not have to be reported to SCIF (but recommended)
- No time lost from work
- One time visit to a MD plus one follow up for observation of a minor injury only
- Employer MUST pay any medical bills
- Can be filed as Non-disability claim (SCIF will pay medical bills)

## **Basic Benefits**

### **Benefit Notices**

- Sent at the start and stop of every benefit paid to the claimant
- Letters explain the dates paid, the weekly rate calculation and the total benefits paid
- Letters provide explanation of rights and appeal process
- Language is regulated/mandated by the DWC (CA Code of Regs)

### **Industrial Disability Leave (IDL)**

- Verified by SCIF according to medical substantiation
- Number of days used tracked by the employer
- Employer pays benefit
- Can use up to 365 days
- Must be used within 2 years from the first date used
- Can be used for medical appointments and partial days
- Any partial day counts as 1 full day against 365 day limit
- No WCAB jurisdiction

### **Labor Codes 4800/4800.5**

- 4800 – Department of Justice employees in active law enforcement
- 4800.5 – CHP officers only
- Verified by SCIF according to medical substantiation
- Number of days used tracked by the employer
- Employer pays benefit
- Can use up to 365 days
- Can be used for medical appointments and partial days
- Governed by Labor Code so the WCAB has jurisdiction

### **Temporary Disability (TD)**

- Paid by SCIF according to medical substantiation
- The rate is 2/3 of the injured employee's average weekly wage up to a maximum of \$916.33 per week and a minimum of \$137.45 per week (will increase each year based on the State Average Weekly Wage)
- Must be paid within **14 days** of the **Employer Date of Knowledge** that disability exists or IDL/4800/4800.5 is ending, and every 14<sup>th</sup> day thereafter
  - Paid in 8 hours increments unless there is a wage loss situation
  - Medical appointments not covered by TD

## **Labor Code 4656**

For **dates of injury 4/19/04 thru 12/31/07**

- 2 year limit from the date first paid
- Limit of 104 weeks total
- The one year of IDL counts toward the 2 year limit

For **dates of injury 1/1/08 and later**

- Limit of 104 weeks total within 5 years of DOI
- The one year of IDL counts toward the 2 year limit
- Some extreme injuries can extend TD up to 240 compensable weeks within the first 5 years
  - Acute and Chronic Hepatitis B & C
  - Amputations
  - Severe Burns
  - HIV
  - High Velocity Injuries
  - Chemical Burn Eye Injuries
  - Pulmonary Fibrosis
  - Chronic Lung Disease

Matthews case allows for 2 years of TD in addition to the one year of 4800/4800.5

## **Seasonal TD rates**

- Case Law – Jimenez and Signature Fruit
- Allows for two tier TD rates
- In Season rate is 2/3 of average weekly wages
- Off Season rate is 2/3 of weekly off season wages
  - Not subject to minimum TD rates
  - Can be zero IF applicant stipulates to no earnings offseason
- Agency must notify SCIF of season starting
- SCIF has 14 days from start of season to increase TD rate

## **Vocational Rehabilitation (VRMA)**

- Paid on Dates of injury up to 12/31/03
- VRMA paid to the injured employee once they become P&S when they are unable to return to work
- Maximum benefit is \$246.00 per week
- The injured employee can chose to supplement with PD benefits up to their TD rate
- Cap of \$16,000.00 once Notice of Potential Eligibility (NOPE) letter is sent (includes cost of counselor, schools and needed equipment)
- Can be settled up to \$10,000 (if represented)

## Supplemental Job Displacement Benefit (SJDB)

- For Dates of injury 1/1/04 and later
- Replaced Vocational Rehabilitation
- Employer did not make offer of regular, modified or alternate work within 30 days of TD ending
- Employee did not return to work within 60 days of TD ending
- Claim must be finalized to be paid
- Covers cost of tuition, books, supplies and counselor
- Paid directly to a State Approved or accredited school
- Determined by the PD settlement amount
  - PD less than 15% ○ \$4000.00
  - PD 15% - 25% ○ \$6000.00
  - PD 26% - 49% ○ \$8000.00
  - PD 50% - 99% ○ \$10,000.00

## Permanent Disability

- Starts 14 days after TD/IDL/4800/4800.5 ends or after P&S
- Based on Medical Findings
- Weekly rates vary depending on the percentage of PD, date of injury and the injured workers' earning at the time of the injury. The current maximum is \$270.00 per week
- Each PD percentage has an assigned number of weeks of compensation
- The number of weeks and the rate is based on legislation in affect on the date of injury
- The number of weeks can vary from year to year

## Life Pension

- Paid on claims with PD ratings of 70% or more
- Starts 14 days after PD ends
- Usually about half of the PD weekly rate
- Paid for the rest of the injured employee's life
- **100% PD** - the injured employee will receive their **TD rate for the rest of their life**



# Medical Treatment

## Labor Code 4600

- The Employer must provide medical treatment that is **reasonably required to cure or relieve** the effects of the industrial injury
- Treatment is based on the American College of Occupational and Environmental Medicine Guidelines (ACOEM) or other “Evidence based guidelines”
- Treatment must be reviewed under Utilization Review guidelines
- Workers Comp providers can choose to have a Medical Provider Network(MPN)
  - Injured workers must treat with a doctor in the MPN unless they have pre-designated a physician
  - Chiropractic and Physical Therapy limited to 24 visits each

# Medical Control

## Utilization Review (UR) – Labor Code 4610

- Treatment must be based on ACOEM or other “Evidence based guidelines”
- Effective for all dates of injury
- Adjusters and nurses can authorize treatment only
- Only a doctor can delay, modify or deny a treatment plan
- SCIF has 5 days from receipt to make a determination unless additional information is needed
- Additional information must be requested within 5 days of receipt, SCIF then has 14 days to make a determination.
- If time frames missed
  - **Sandhagen** Case Law - if the provider does not make a determination within the required time frames, the treatment will be presumed correct
  - Object to the treating physicians findings within 20 days
    - Injured employee must go through the QME process

## SCIF UR Program

- District Office Health Consultants in each SCIF office
  - Doctors
  - Chiropractors
  - Nurses

- Blue Cross
  - Comp Partners
- If the injured worker disagrees with the Utilization Review decision, they must object and can resolve by
  - Panel QME
  - If litigated, AME

## **Objecting to Medical Findings**

- Must object within 20 days of receipt of the medical report
  - Can be extended on represented cases if both parties agree
- Either party can object
  - Extent and Scope of treatment
  - Existence of New and Further disability
  - Permanent and Stationary status
  - Inability to engage in usual occupation

## **Qualified Medical Evaluator (QME)/Agreed Medical Evaluator (AME)**

- Once a Primary Treating Physician (PTP) finds the injured employee to be permanent and stationary (P&S), State Fund (SCIF) and the Claimant/Applicant's Attorney (AA) have 20 days to agree or object to the findings.
- **If all parties agree, the case will be worked up for a settlement authority request.**
- **If either party disagrees, the parties must proceed through the AME/QME process.**

## **Unrepresented –**

- If **SCIF agrees** with the PTP, but the **injured disagrees** – the injured employee completes a Request for a Panel QME
  - to the DWC (Division of Workers' Compensation)
  - The DWC issues a panel of 3 doctors
  - The injured employee has 10 days from receipt to pick a doctor and schedule an evaluation.
- If **SCIF disagrees** with the PTP, whether the injured agrees or not – the injured employee has 10 days to complete the Request for a Panel QME
  - to the DWC (Division or Workers' Compensation)
  - If the injured employee does not comply, SCIF completes the request

- DWC issues a panel of 3 doctors
- The injured employee has 10 days to pick a doctor and schedule an evaluation
- If they do not choose a doctor, then SCIF can choose the doctor and schedule the evaluation

## **Represented –**

- **If either party disagrees**
  - Either party can object within 20 days (or if agreed upon by both parties, a longer period of time)
  - If objecting, an AME offer must be made
  - If a doctor can be agreed upon, that doctor makes all the final determinations on the file.
- **If a doctor can not be agreed upon**
  - Either party can request a panel of QME doctors
  - The DWC issues a panel of 3 doctors
  - Once panel received, each party has three days to strike one doctor from the list
  - The last doctor left on the list is the chosen QME. This process has been coined “the last doc standing”
  - If either party fails to strike a doctor timely, the other party may just pick a doctor and schedule an evaluation
  - This doctor makes all the future and final determinations on the file.

## **Permanent Disability**

### **Permanent and Stationary**

- Residual effects of an industrial injury as ascertained and described by physicians when the employee’s condition becomes “**permanent and stationary**” or has reached “**maximum medical improvement**”
  - A condition is considered “P&S” or “MMI” when it has **stabilized and is unlikely to change in the next year.**
- Physicians provide information about the injured employee’s permanent impairments and limitations
- Medical findings and conclusions are translated into a permanent disability rating based on procedures and benchmarks set forth by the Labor Code and the Permanent Disability Rating Schedule

## PD Ratings

- PD ratings are based the objective findings of the physician.
- The physician is required to measure the medical history and objective findings against the **Activities of Daily Living**
- The physician is required to report an impairment using the **American Medical Association (AMA) Guides to the Evaluation of Permanent Impairment (5<sup>th</sup> edition)**.
- The impairment standard provided by the physician in terms of Whole Person Impairments (WPI)
- The adjuster adjusts the impairment to account for the diminished future earning capacity, age and occupation

## The Activities of Daily Living:

- Self Care
- Communication
- Physical Activity
- Sensory Function
- Non-specialized hand activities
- Travel
- Sexual Function
- Sleep

## Impairment vs. Disability

**Impairment** – loss, loss of use or derangement of any body part, organ system or organ function

**Disability** – effect of impairment on the ability to meet personal, social or occupational demands

## Ratings can range from 0% to 100%

- Zero percent signifies no reduction in their ability to meet personal, social or occupational demands
- 100% represents *legal* total disability. Total disability does not mean that the employee cannot work, but rather represents a level of disability at which they would not normally be expected to be able to successfully meet personal, social or occupational demands.

## Three Schedules for Permanent Disability Rating (PDR)

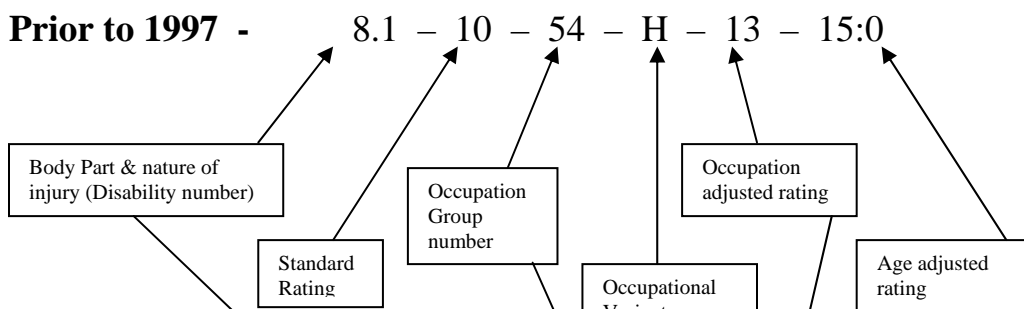
- The first was developed in 1914 and revised in 1978
- The second schedule was adopted April 1, 1997
  - Basic differences in the first and second schedules are the disability numbers, and the occupation codes went from two digits to three

- The third PDR was adopted by emergency regulations on 1/1/05.
  - Changed the ratings considerably
  - More changes possible pending passage of the final regulations

The following ratings are examples for a 50 year old, safety officer, with a low back injury.

## Old Formulas

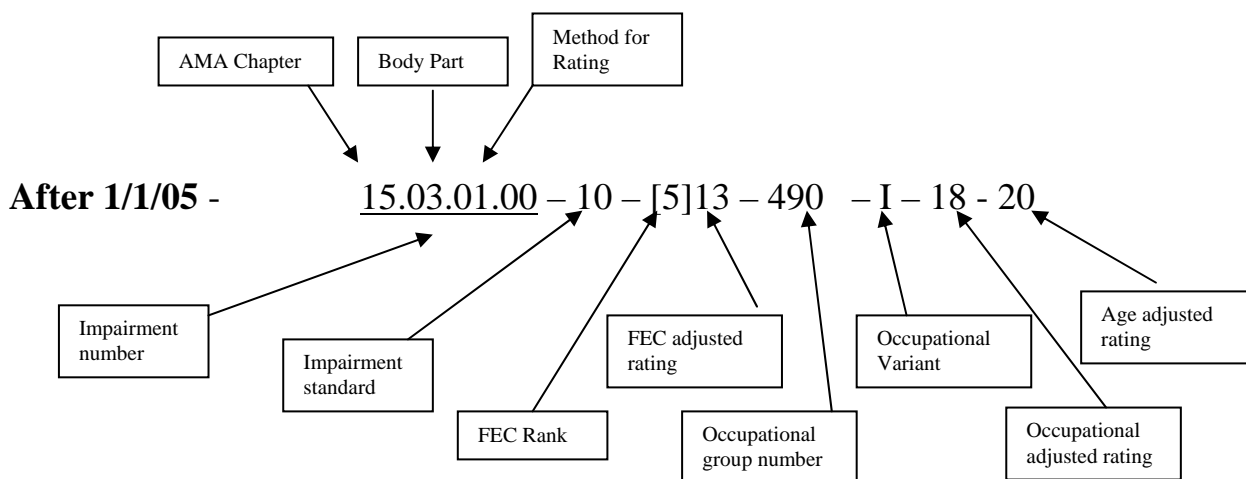
**Prior to 1997 -**



**4/1997 - 12/2004 -**

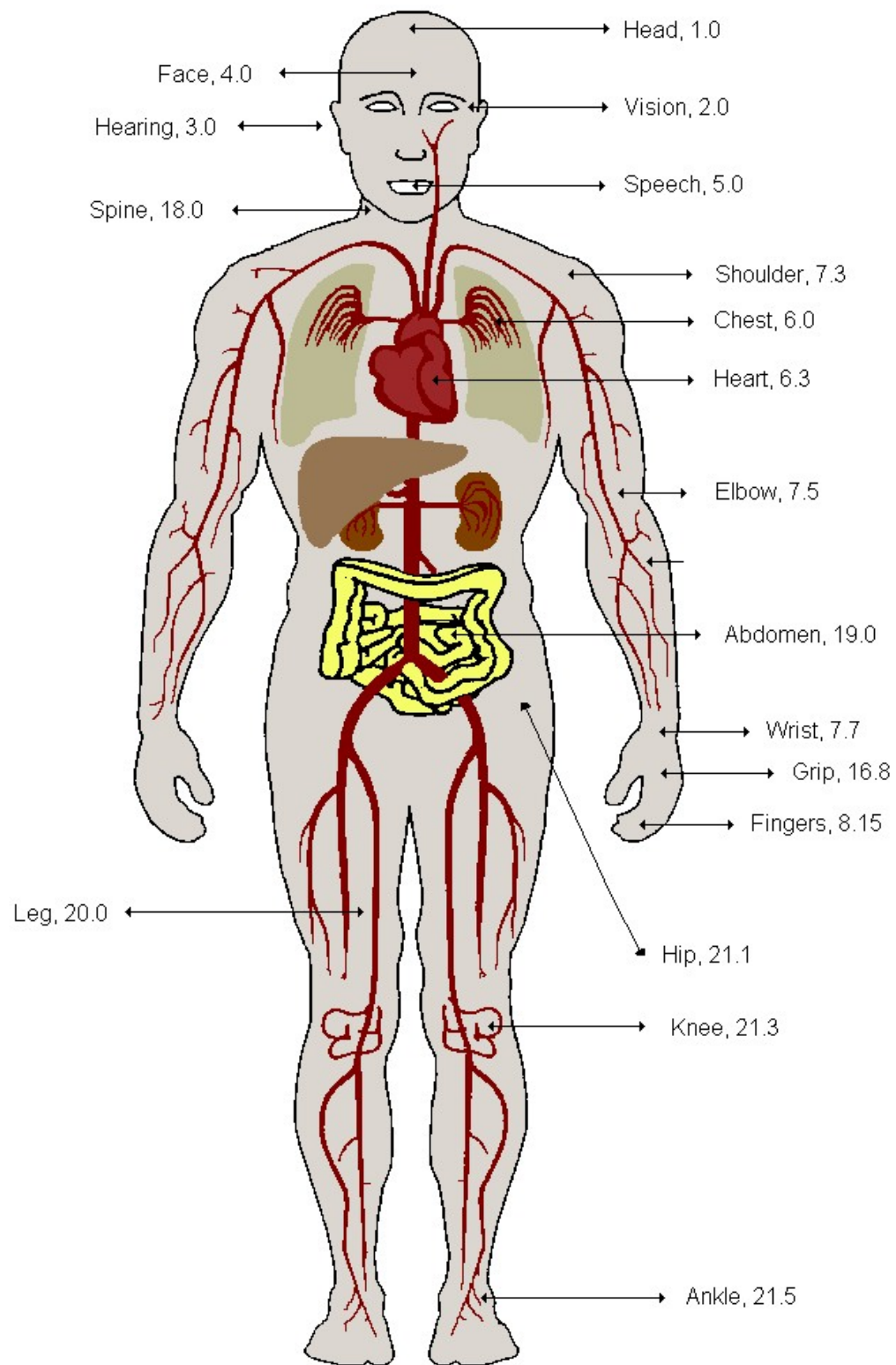
12.1 - 10 - 490 - I - 15 - 17

## New Formula

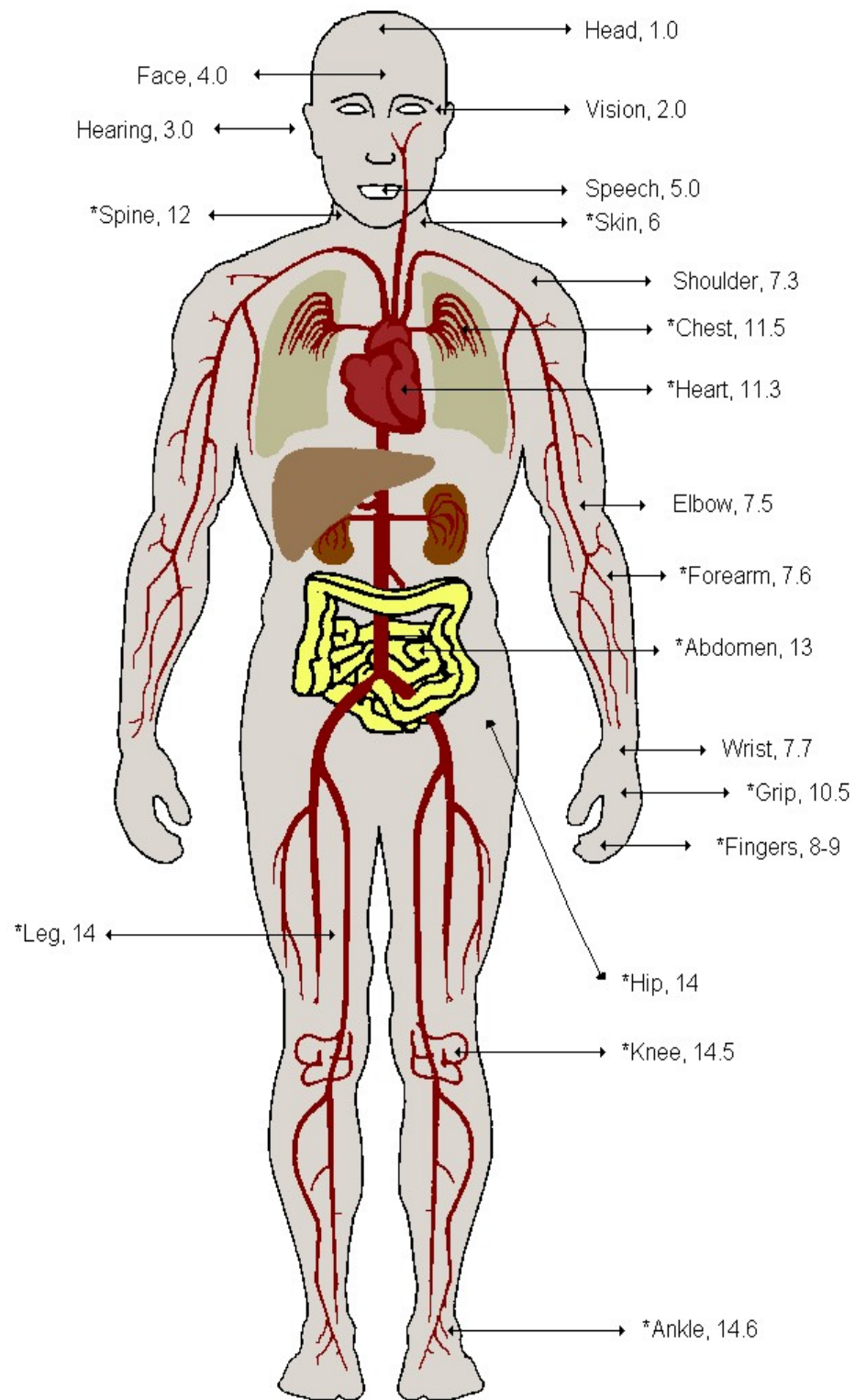


The following pages are diagrams showing the codes for each body part for each of the three Permanent Disability Rating Manuals

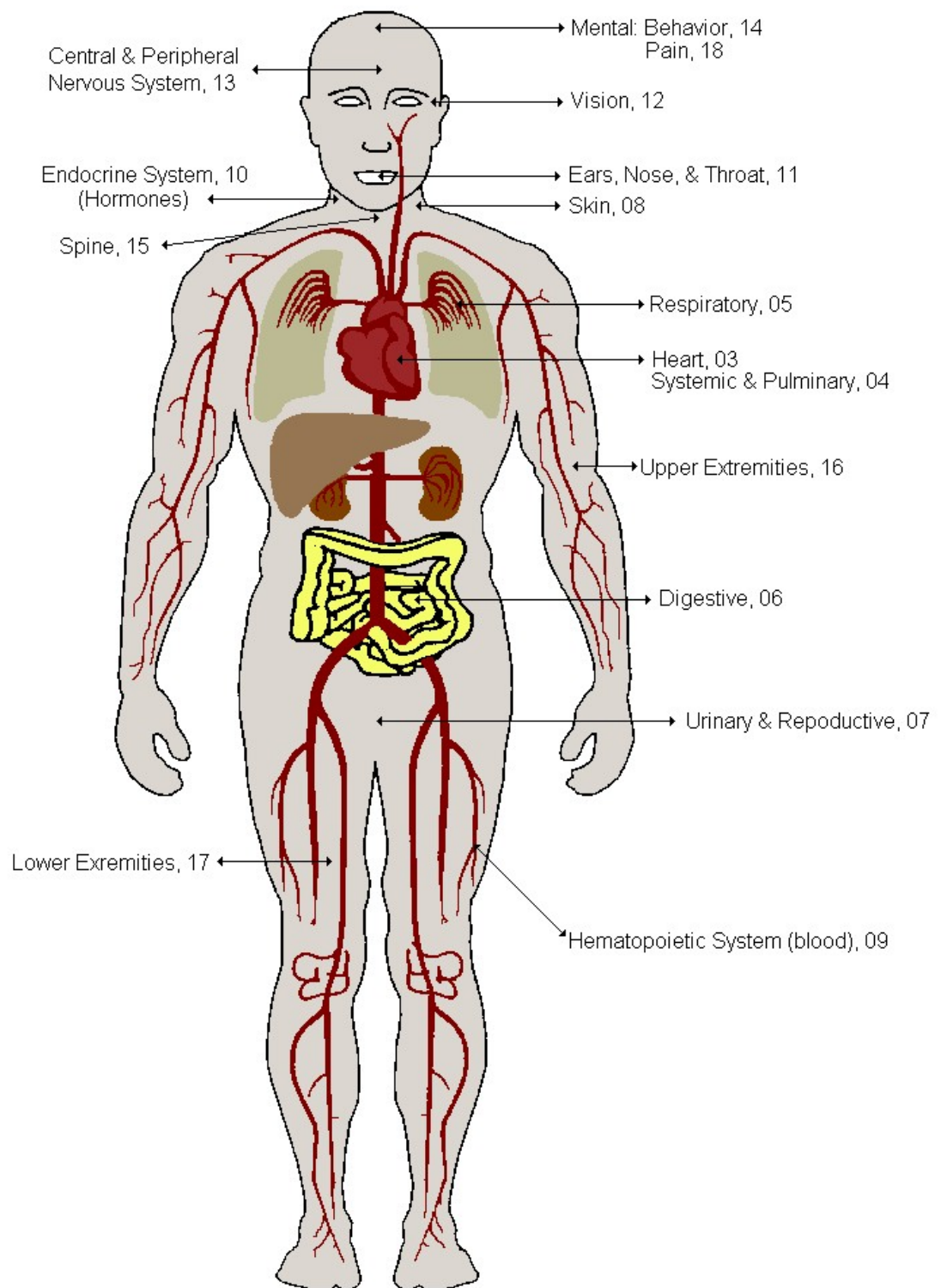
PERMANENT DISABILITY: Anatomical Drawing for DOI up to 3/31/97



PERMANENT DISABILITY: Anatomical Drawing fro DOI April 1, 1997+



PERMANENT DISABILITY: Anatomical Drawing for DOI after 1/1/05





## Apportionment

- Physician determines what percentage of the impairment was caused by the industrial injury
- This percentage is subtracted from the total disability and the employer is held responsible for only the portion caused by the industrial injury
- 7 regions of the body – each region can receive up to 100% PD
- Labor Code 4663 -provides that the physician determines the percentage caused by any pre-existing non industrial injuries and/or conditions
- Labor Code 4664 - any pre-existing workers' compensation settlements will be **conclusively presumed** still in tact and will be apportioned (percentage of prior award subtracted from new disability percentage – Welcher/Brodie Supreme Court decision).
- Presumptions can not apportion to non-industrial factors when there is an anti-attribution clause
- Benson – Wilkinson no longer applies – apportion to each case

## Disability Evaluations Unit

- Rating specialists at each WCAB office that provide disability ratings
- Three types of ratings
- Summary Rating
  - Issued on non-represented claims
  - Not mandatory for settlement, but Judges require you prove one was requested
  - Can be issued on a PTP report or a panel QME report
  - Not binding on either party, but they are difficult to fight
- Formal Rating
  - Issued on litigated cases at the request of the Workers' Compensation Judge usually during trial proceedings
- Consultative Rating
  - Not an official rating
  - Merely advisory and is usually obtained to assist in settling a claim
  - May be obtained regardless of legal representation
  - Not admissible in a judicial proceeding

## **+/- 15% for Regular, Modified or Alternative Work**

### **Labor Code 4658(d) - For injuries occurring on or after 1/1/05**

For “Large Employers” with 50 or more employees – State agencies are considered to be “large employers” for the purposes of determining the PD adjustment

- Permanent Disability weekly payments after P&S may be reduced or increased depending on whether the employer can offer the injured employee regular, modified or alternative work with in **60 days of a disability becoming permanent and stationary.**
- All offers of regular, modified or alternative work are governed by the definitions of Labor Code §4658.1
- All offers must be on form DWC 10003 or DWC 10133.53
- The Wage and compensation for any increase in working hours over the average hours worked at the time of injury shall not be considered.
- The employee may waive the condition that regular, modified or alternative work be located within a reasonable distance of the employee’s residence at the time of injury
- The condition is waived if the employee accepts regular, modified or alternative work and does not object to the location within 20 days of being informed of the right to object.
- The condition is conclusively deemed satisfied if the offered work is at the same location and same shift as the employment at the time of injury.

### **Regular Work**

- Usual occupation or the position in which the employee was engaged at the time of injury and that offers wages and compensation equivalent to those paid to the employee at the time of the injury and located within a reasonable commuting distance of the employee’s residence

### **Modified Work**

- Regular work modified so that the employee has the ability to perform all the functions of the job and that offers wages and compensation that are at the least 85% of those paid to the employee at the time of injury and located within a reasonable commuting distance of the employee’s residence at the time of injury

## Alternative Work

- Work that the employee has the ability to perform, that offers wages and compensation that are at least 85% of those paid to the employee at the time of injury, and that is located with a reasonable commuting distance of the employee's residence at the time of injury

## Increase vs. Decrease

- If within **60 days** of a disability becoming P&S, an **employer does not offer an injured employee regular, modified or alternative work for a period of at least 12 months**, each disability payment remaining to be paid from the date of the 60 day period shall be ***increased by 15%***.

Example: If the base rate is \$200/week, the payment will be increased to \$230/week (15% more).

- If within **60 days** of a disability becoming P&S, an **employer offers an injured employee regular, modified or alternative work for a period of at least 12 months**, and regardless of whether the offer is accepted or rejected, each disability payment remaining to be paid from the date the offer was made will be ***decreased by 15%***.

Example: If the base rate is \$200/week, the payment will be decreased to \$170/week (15% less).

- If the **employer terminates the regular, modified or alternative work** before the end of the period for which disability payment are due, the amount of each of the remaining payment shall ***increase 15%***.

Example: If the base rate was \$200/week but this is initially reduced to \$170/week (15% less) due to an offer of regular, modified or alternative work, the remaining benefits would be paid at \$230/week.

- If an **employee voluntarily** quits then he/she will not be eligible for 15% increase of the remaining weeks of PD benefits from the time of leaving employment.

Example: If the base rate is \$200/week, payment will continue to be paid at \$170/week (15% less). Payments will **not** revert back to the base rate of \$200/week.



Report requested by: DEW7326		Date Requested: 08/14/2007	
<b>ESTIMATE EVALUATION WORKSHEET</b>			
Injured: STEVEN MULL		SCP Liability \$: 100	Claim No: 07256611
Adjuster: Wayne Black		SuperVision: Diana Wells	Date: 07/16/2007
Ref. Type: Routine Revision		Life Pension: 0	Life Dependency: 24.35
		DOI:	08/15/2004
<b>Summary *</b>			
Paid TO Amount	\$	2,740	Estimated TO Amount
Paid VLI Amount	\$		Estimated VLI Amount
Paid VML Amount	\$		Estimated VML Amount
Paid VRI Amount	\$		Estimated VRI Amount
Paid CI Amount	\$		Estimated CI Amount
Paid SI Amount	\$		Estimated SI Amount
Paid SO Amount	\$		Estimated SO Amount
Paid SD Amount	\$	4,971	Estimated SD Amount
Paid Medical Amount	\$	4,971	Estimated Medical Amount
Paid LE Amount	\$	157	Estimated LE Amount
Total Paid Amount	\$	16,849	Total Estimated Amount
<b>Temporary Disability:</b>			
From	Through	Date	Weeks
10/24/2006	10/31/2006	0	840
		Days	1
		Paid \$	960
		Temporary Disability Total \$	9,740
<b>Vocational Rehabilitation *</b>			
VRI Week	(Paid \$)		1
VRI Travel/Transport/Consulting	(Paid \$)		1
VRI Training/Expenses	(Paid \$)		1
		Vocational Rehabilitation Total \$	
<b>Supplemental Job Displacement Benefit (SJD)</b>			
S1 Reimbursement to injured	(Paid \$)		1
S2 Counseling Fees	(Paid \$)		1
S3 Payment to vendors	(Paid \$)		1
		SJD Total \$	8,500
<b>Permanent Disability *</b>			
		DOI	12/08/1994
		Paid \$	4,971
Formula : 15.01.01.00 - 5 - (B) - 6 - 4901 - 0 - 158 Cervical			
15.01.01.00 - 10 - (S) - 13 - 4901 - 18 - 208 Lumbar			
= 200			
Trans * \$	MDR *	PD Rate	200
PD Ben \$	24,780	Paid LP \$	
Burial Expense \$		Death Benefit \$	
		Total \$	
		Permanent Disability Total \$	26,700
		Total Estimated Compensation \$	36,440
<b>Medical *</b>			
Medical Type	Description		Paid \$
Doctor Fees	(6 * 50 + (50 * 1 * 24.02))		2,041
Physical Therapy	(6 * 80 + (80 * * 24.02))		480
Prescriptions	(1000 * ( * 24.02))		1,000
Transportation			500
Surgical Procedures			7,000
Medical Supply			500
In Home Medical Review			2,000
Fees			
Diagnosis			1,400

## Estimate

Report Requested by: DEW7326		Date Posted: 08/24/2007	
<b>BALANCE SHEET REPORT</b>			
Claim Number: T3295611	ER Name: Steven L Mull	DOI: 08/15/2004	
<b>BENEFITS PAYABLE</b>			
<b>TD Periods Due to Date</b>			
From	Through	Date	Wks
10/24/2006	10/31/2006	\$ 840.00	1 1
		Amount	AP \$
		\$	960.00
<b>TD Lump Sums</b>			
Date	Description	Amount	AP \$
	Withheld Attorney Fees:	\$	0.00
		TD Total:	\$ 960.00
<b>TD Overpayment Periods</b>			
From	Through	Date	Wks
11/01/2006	11/01/2006	\$ 640.00	2 6
		Amount	AP \$
		\$	1,920.57
<b>TD Overpayment Lump Sums</b>			
Date	Description	Amount	AP \$
	Withheld Attorney Fees:	\$	0.00
		TD Overpayments Total:	\$ 1,920.57
<b>#1 Lump Sums</b>			
Date	Description	Amount	Credit
<b>#2 Counseling Lump Sums</b>			
Date	Description	Amount	Credit
<b>#3 Vendor Lump Sums</b>			
Date	Description	Amount	Credit
<b>PD Advances</b>			
From	Through	Date	Wks
11/21/2006	05/31/2007	\$ 200.00	24 0
		Amount	Benefit
11/01/2006	11/20/2006	\$ 200.00	2 6
		Amount	Benefit
		\$	571.43
<b>PD Lump Sums</b>			
Date	Description	Amount	Death
	PD Supplement Total:	\$	0.00
	LP Due to Date Total:	\$	0.00
		PD Total:	\$ 5,771.43
<b>PD Overpayment Periods</b>			
From	Through	Date	Wks
		Amount	Benefit
		\$	17297.59

## Balance Sheet

## SCIF Rating (DOI Pre- 1/1/05)

PERMANENT DISABILITY RATING SYSTEM		Claim #:	
		Date: 03/02/04	
Injured's name:		Transaction #:	1
Employer's name: TEALE DATA CENTER		Date of injury:	07/29/97
WCAB #: 98SAC002		Age at DOI:	47
Occupation: ABSTRACTOR 111		Avg. weekly wage:	1329.23
		Adjuster:	
<b>Factors Of Disability</b>			
IMPAIRED FUNCTION OF THE NECK, SPINE, OR PELVIS:			
STANDARD BASED ON MEDICAL REPORT/ESTIMATE			
<b>Final Formula</b>			
Appr.%		Subj.	Final%
	(12.1200 - 30 - 111 - C - 23 - 26 )		26
The rating is 26.00% amounting to 101.75 weeks of disability payments at the rate of \$ 170.00 a week in the total sum of \$ 17297.59.			
<b>Adjuster's Notes</b>			
Report based on Dr 0109 report: work restriction precludes hvy wrk			
pse date 010901			
tma			

OR...

Section 200  
Revised 2/2008

## SCIF Rating (DOI Post 1/1/05)

### California PD Report

Date of Injury: 01/14/2005  
Date of Birth: 06/15/1965 Age at DOI: 39  
Occupation: Correction Offi Group No.: 490  
Average Weekly Earnings: \$1,200.00

#### Lumbar – Diagnosis-related Estimate

15.03.01.00 - 10 - [5] 13 - 490I - 18 - 18

#### Cervical – Range of Motion – Spondylolysis, no operation

80%(15.01.02.03 - 6 - [5] 8 - 490I - 12 - 12) 10

#### Lumbar – Diagnosis-related Estimate(18)

#### Cervical – Range of Motion – Spondylolysis, no operation(10)

18 combined with 10 = 26

26 % = \$220.00 per week \* 106.75 weeks = \$23,485.00

If L.C. 4658(d)(2-3) applies:

\* the weekly rate increased by 15% = \$253.00

\* the weekly rate decreased by 15% = \$187.00

OR...

### DEU Summary Rating

Department of Industrial Relations  
DIVISION OF WORKERS' COMPENSATION  
OFFICE OF BENEFIT DETERMINATION  
DISABILITY EVALUATION UNIT  
31 East Channel Street, Room 417  
Stockton, Ca 95202-2314  
209/948-1651

STATE OF CALIFORNIA  
GRAY DAVIS, Governor

SUMMARY RATING DETERMINATION

DEU FILE NO: DATE: April 9, 2001

Employee: Oscar Carrier: STATE COMPENSATION INS FUND  
P.O. BOX 459011  
SACRAMENTO, CA 95865-9011

Employee Representative: Formal Medical Evaluation of:  
WIL D. D.C. dated 03-08-99

THIS PERMANENT DISABILITY RATING DETERMINATION IS BASED ON THE FOLLOWING FACTORS:  
Date of Injury (DOI): 01-22-97 Age on DOI: 46  
Occupation: PAROLE AGENT I

LIMITATION OF ABDUCTION OF RIGHT SHOULDER JOINT TO 160/180; INTERMITTENT MILD TO MODERATE SHOULDER PAIN WITH OVERHEAD REACHING AND LIFTING IN EXCESS OF 35-40 POUNDS; PRECLUDED FROM OVERHEAD REACHING OR LIFTING IN EXCESS OF 30 POUNDS; INTERMITTENT SLIGHT TO MODERATE NECK PAIN; PRECLUDED FROM VERY HEAVY WORK.

REC'D/COPY TO CLAIMS  
APR 10 2001

Department of Industrial Relations  
DIVISION OF WORKERS' COMPENSATION  
OFFICE OF BENEFIT DETERMINATION  
DISABILITY EVALUATION UNIT  
31 East Channel Street, Room 417  
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STATE OF CALIFORNIA  
GRAY DAVIS, Governor

SUMMARY RATING DETERMINATION

Page 2  
DEU #:

7.3	-	24-	541-	4-	4:2
12.1	-	154-	541-	21-	23:0 27:0

FUTURE MEDICAL TREATMENT REQUIRED

The Permanent Disability Rating is 27% of total disability which is equivalent to 107.75 weeks of disability payment. Based on average weekly earnings of \$1,119.52 the weekly rate is \$310.00 in the total sum of \$18,317.50. Payments commence within 14 days after the date of last payment of temporary disability indemnity.

By: Joe Carranza, Disability Evaluator

DEU FORM 102 (NEW 1-91) A97681

## **Things to Consider Prior to Settlement**

### **Labor Code 5814 Penalties**

- Up to 25% of late payment
- If 10% self-imposed penalty paid by SCIF within 90 days of knowledge - no additional penalty can be awarded

### **Labor Code 132A**

- The employer can not discriminate against the employee as a result of filing a workers' compensation claim
- The penalty is one-half the value of the claim (all species of benefits - TD, PD, VR & Medical - past, present and future ), in addition to all entitled benefits, up to \$10,000

### **Serious and Willful (S&W)**

- Labor Code 4553
- An employers knowledge of a hazard prior to an injury may expose the Department to a S&W
- The penalty is one-half the value of the claim (all species of benefits - TD, PD, VR & Medical - past, present and future ), in addition to all entitled benefits
- No limit

### **Subrogation**

- Third party liability claims
  - Motor Vehicle Accidents
  - Defective Products
    - Chairs, elevators, equipment, etc...
- Can only be filed if the claimant personally files suit against the third party
- Subrogation Legal Unit
- Recovery
  - Cash – deposited back to the case
  - Statutory Credit
    - SCIF takes credit for any further benefits due
    - Injured must provide receipts for medical treatment

## **Liens**

- EDD
  - Child Support
  - Medical
    - Provider can file a lien within
      - 6 months from the date of settlement
      - 5 years from the date of injury
      - 1 year from the date services were provided
- Whichever is later

## **Medicare Set-Aside**

- C&Rs only
- Needed on all C&R's over \$250,000 and will be on medicare in the next 30 months
- If currently on Medicare-
  - All C&Rs must have a set aside account
  - Only those over \$25,000 are submitted to CMS for approval

## **Mandatory Settlement Conference (MSC)**

- If SCIF is unable to settle the claim it proceeds into the litigation process.
- Declaration of Readiness (DOR)
  - Offer of settlement must be made prior to filing a DOR
  - Parties must object to a DOR within 10 days, if it is needed
  - MSC will be scheduled by the WCAB regardless of objection
- Preparation for an MSC
  - SCIF will request authority
  - List of Witnesses
  - All exhibits to be presented at trial
    - Medical
    - Investigation
    - Subrosa tapes
    - Personnel records
    - Misc. Documentation
- Goal of the MSC is to settle and resolve all issues.
- If we are unable to settle, the case will be set for trial
  - Discovery will be closed by the Judge
  - No further evidence can be submitted



# Claims Resolution

## Stipulations with Request for Award (stips)

- Settles the permanent disability – parties agree to a percentage of disability
- PD paid out every two weeks
- LP there after (if due) for the rest of the claimant's life
- Leaves Future medical open for the rest of the claimants life

STATE OF CALIFORNIA  
DIVISION OF WORKERS' COMPENSATION  
WORKERS' COMPENSATION APPEALS BOARD

STIPULATIONS WITH  
REQUEST FOR AWARD

Case No(s) \_\_\_\_\_  
Social Security No. \_\_\_\_\_

Applicant (Employee) \_\_\_\_\_ Address \_\_\_\_\_  
Correct Name(s) of Employer(s) \_\_\_\_\_ Address(es) \_\_\_\_\_  
State Compensation Insurance Fund P.O. Box 459011 Sacramento Ca 95865-9011  
Correct Name(s) of Insurance Carrier(s) Claims Administrator(s) Address(es) \_\_\_\_\_

The parties hereto stipulate to the issuance of an Award and/or Order, based upon the following facts, and waive the requirements of Labor Code Section 5313:

1. \_\_\_\_\_ (employee) born, while employed at \_\_\_\_\_ (date)  
\_\_\_\_\_ California as a(n) \_\_\_\_\_ (occupation) \_\_\_\_\_ (group)  
on \_\_\_\_\_ (date(s) of injury(ies))  
by \_\_\_\_\_ (employer(s)) whose compensation insurance carrier(s) was/were  
State Compensation Insurance Fund sustained injury(ies) arising out of and in the  
course of employment to \_\_\_\_\_ (part(s) of body injured)

2. The injury(ies) caused temporary disability for the period(s) \_\_\_\_\_ through, \_\_\_\_\_ for which  
indemnity has been paid at \$ per week. 2(a). The injury(ies) caused additional temporary disability for the period  
\_\_\_\_\_ through, at the rate of \$ \_\_\_\_\_ in the amount of \$ \_\_\_\_\_

3. The injury(ies) caused permanent disability of \_\_\_\_\_ %, for which indemnity is payable at \$ \_\_\_\_\_ per week  
beginning \_\_\_\_\_ in the sum of \$ \_\_\_\_\_ less credit for such payments  
previously made: ☐ And a life pension of \$ \_\_\_\_\_ per week thereafter.  
Labor Code §4658(d) adjustment: ☐ Increase rate to \_\_\_\_\_ as of \_\_\_\_\_ Decrease rate to \_\_\_\_\_ as of \_\_\_\_\_  
☐ Not applicable.

An informal rating has/have not (select one) been previously issued. DEU # \_\_\_\_\_

DWC WCAB Form 3 (Rev 10/2005) Page 1 of 3

Applicant/Employee \_\_\_\_\_ WCAB No(s) \_\_\_\_\_

4. There ☐ is ☐ is not a need for medical treatment to cure or relieve from the effects of said injury(ies).

5. Medical-legal expenses and/or fees are payable by defendant as follows:

6. Applicant's attorney requests a fee of \$ \_\_\_\_\_ ☐ Fees to be commuted as follows: **End of award, if necessary.**

7. Liens against compensation are payable as follows:

8. Any accrued claims for Labor Code Section 5814 penalties are included in this settlement unless expressly excluded.

9. Other stipulations:

**The total sum indicated in paragraph 3 is subject to LC§4658 increase or decrease adjustment.**

**Permanent disability indemnity is payable for number of weeks at the rate(s) indicated in section 3. If the employee, with a decreased rate adjustment as indicated in section 3, is terminated by the employer before the end of the period for which disability payments are due, no increase in benefits are due until 14 days after the employee notifies State Fund or the termination of employment.**

Dated \_\_\_\_\_ Attorney or Authorized Representative for Defendant \_\_\_\_\_  
Applicant \_\_\_\_\_ Address of Attorney or Authorized Representative \_\_\_\_\_  
Attorney or Authorized Representative for Applicant \_\_\_\_\_  
Address of Attorney or Authorized Representative \_\_\_\_\_  
Interpreter \_\_\_\_\_

DWC WCAB Form 3 (Rev 10/2005) Page 2 of 3

Applicant/Employee \_\_\_\_\_ WCAB No(s) \_\_\_\_\_

**AWARD**

AWARD IS MADE in favor of \_\_\_\_\_ against \_\_\_\_\_  
(entity legally obligated to pay the award)

(A) Additional temporary disability indemnity in accordance with paragraph 2(a) above.  
(B) Permanent disability indemnity in accordance with paragraph 3 above.  
Less the sum of \$ \_\_\_\_\_ payable to applicant's attorney as the reasonable value of services rendered.  
☐ Fees are to be commuted pursuant to Paragraph 6.  
(C) Liens in accordance with Paragraph 7 above.  
(D) Further medical treatment in accordance with Paragraph 4 above.  
(E) Reimbursement for medical-legal expenses in accordance with Paragraph 5 above.  
(F) Stipulations in Paragraph 8 and 9 are approved.  
(G) The matter is ordered off calendar / set for status conference.  
(H) \_\_\_\_\_

(Date) \_\_\_\_\_ WORKERS' COMPENSATION ADMINISTRATIVE LAW JUDGE  
WORKERS' COMPENSATION APPEALS BOARD

On \_\_\_\_\_ this document ☐ was personally served on all persons appearing at the hearing on said date, as set forth in the minutes of that hearing ☐ was personally served on \_\_\_\_\_  
☐ NOTICE TO: Pursuant to Rule 10050, you are designated to serve this document on all parties shown on the Official Address record, together with a proof of service. You shall maintain the proof of service, which shall not be filed with the WCAB unless a dispute arises regarding service. A copy of the current Address Record accompanies this notice.

☐ was served by mail on all persons listed on the Official Address Record ☐ was served by mail on following party or parties: \_\_\_\_\_  
By \_\_\_\_\_

DWC WCAB Form 3 (Rev 10/2005) Page 3 of 3

# Compromise and Release (C&R)

- Usually buys out all benefits due (include PD and future medical) for one lump sum to be paid out immediately
- Not usually considered if the employee continues to work for the same employer

STATE OF CALIFORNIA  
DIVISION OF WORKERS' COMPENSATION  
WORKERS' COMPENSATION APPEALS BOARD

**COMPROMISE AND RELEASE**

Case No(s) \_\_\_\_\_  
Social Security No. \_\_\_\_\_

Applicant (Employee) \_\_\_\_\_ Address \_\_\_\_\_  
Current Name(s) of Employer(s) \_\_\_\_\_ Address(es) \_\_\_\_\_

STATE COMPENSATION INSURANCE FUND PO BOX 689011 • SACRAMENTO, CA 95865-9011  
Correct Name(s) of Insurance Carrier(s) Claims Administrator(s) \_\_\_\_\_ Address(es) \_\_\_\_\_

1. The employee, born \_\_\_\_\_, claims that he/she was employed at \_\_\_\_\_ (city), \_\_\_\_\_, as an/ (occupation) by the employer(s), and claims to have sustained injury(ies) arising out of and in the course of employment: \_\_\_\_\_  
(State with specificity the date(s) of injury(ies) and what part(s) of body, condition or systems are being settled.)  
on \_\_\_\_\_ to \_\_\_\_\_  
on \_\_\_\_\_ to \_\_\_\_\_  
on \_\_\_\_\_ to \_\_\_\_\_  
on \_\_\_\_\_ to \_\_\_\_\_  
Body parts, conditions and systems may not be incorporated by reference to medical reports.

2. Upon approval of this compromise agreement by the Workers' Compensation Appeals Board or a workers' compensation administrative law judge and payment in accordance with the provisions hereof, the employee releases and forever discharges the above-named employer(s) and insurance carrier(s) from all claims and causes of action, whether now known or ascertained or which may hereafter arise or develop as a result of the above-referenced injury(ies), including any and all liability of the employer(s) and the insurance carrier(s) and each of them to the dependent(s), heirs, executors, representatives, administrators or assigns of the employee. Execution of this form has no effect on claims that are not within the scope of the workers' compensation law or claims that are not subject to the exclusivity provisions of the workers' compensation law, unless otherwise expressly stated.

3. This agreement is limited to settlement of the body parts, conditions, or systems and for the dates of injury set forth in Paragraph No. 1 despite any language to the contrary in this document or any addendum.

DWC WCAB FORM 15 (Rev. 10/2005) (Page 1 of 3)  
SCIF 3415 (Rev. 1/06)

Applicant/Employee \_\_\_\_\_ WCAB No(s) \_\_\_\_\_

4. Unless otherwise expressly stated, approval of this agreement RELEASES ANY AND ALL CLAIMS OF APPLICANT'S DEPENDENTS TO DEATH BENEFITS RELATING TO THE INJURY OR INJURIES COVERED BY THIS COMPROMISE AGREEMENT. The parties have considered the release of these benefits in arriving at the sum in Paragraph No. 7. Any addendum duplicating the language pursuant to *Sumter v. WCAB*, 40 CCC 369 (1982), is unnecessary and shall not be attached.

5. Unless otherwise expressly ordered by the Workers' Compensation Appeals Board or a workers' compensation administrative law judge, approval of this agreement does not release any claim applicant may have for vocational rehabilitation benefits or supplemental job displacement benefits.

6. The parties represent that the following facts are true: (If facts are disputed, state what each party contends under Paragraph No. 8.)

EARNINGS AT TIME OF INJURY \$ \_\_\_\_\_  
TEMPORARY DISABILITY INDEMNITY PAID \$ \_\_\_\_\_ Weekly Rate \$ \_\_\_\_\_  
Period(s) Paid \_\_\_\_\_  
PERMANENT DISABILITY INDEMNITY PAID \$ \_\_\_\_\_ Weekly Rate \$ \_\_\_\_\_  
Period(s) Paid \_\_\_\_\_  
TOTAL MEDICAL BILLS PAID \$ \_\_\_\_\_ Total Unpaid Medical Expense to be Paid By: \_\_\_\_\_  
Unless otherwise specified herein, the employer will pay no medical expenses incurred after approval of this agreement.

7. The parties agree to settle the above claim(s) on account of the injury(ies) by the payment of the **SUM OF \$** \_\_\_\_\_. The following amounts are to be deducted from the settlement amount:  
\$ \_\_\_\_\_ for permanent disability advances through \_\_\_\_\_ (date)  
\$ \_\_\_\_\_ for temporary disability indemnity overpayment, if any.  
\$ \_\_\_\_\_ payable to \_\_\_\_\_  
\$ \_\_\_\_\_ payable to \_\_\_\_\_  
\$ \_\_\_\_\_ payable to \_\_\_\_\_  
\$ \_\_\_\_\_ payable to \_\_\_\_\_  
\$ \_\_\_\_\_ requested as applicant's attorney's fee.

LEAVING A BALANCE OF \$ \_\_\_\_\_ after deducting the amounts set forth above and less further permanent disability advances made after the date set forth above. Interest under Labor Code §5800 is included if the sums set forth herein are paid within 30 days after the date of approval of this agreement.

8. Liens not mentioned in Paragraph No. 7 are to be disposed of as follows (Attach an addendum if necessary):

DWC WCAB FORM 15 (Rev. 10/2005) (Page 2 of 3)  
SCIF 3415 (Rev. 1/06)

Applicant/Employee \_\_\_\_\_ WCAB No(s) \_\_\_\_\_

9. The parties wish to settle these matters to avoid the costs, hazards and delays of further litigation, and agree that a serious dispute exists as to the following issues (initial only those that apply). **ISSUES NOT INITIALED BY ALL PARTIES ARE NOT INCLUDED WITHIN THIS SETTLEMENT.**

COMMENTS \_\_\_\_\_

\_\_\_\_\_ earnings  
\_\_\_\_\_ temporary disability  
\_\_\_\_\_ jurisdiction  
\_\_\_\_\_ apportionment  
\_\_\_\_\_ employment  
\_\_\_\_\_ injury AOE/COE  
\_\_\_\_\_ serious and willful misconduct  
\_\_\_\_\_ discrimination (Labor Code §132a)  
\_\_\_\_\_ statute of limitations  
\_\_\_\_\_ future medical treatment  
\_\_\_\_\_ other *See issues of relevant cases below*  
\_\_\_\_\_ permanent disability of \_\_\_\_\_ percent to the \_\_\_\_\_ region(s) of the body  
\_\_\_\_\_ self-procured medical treatment, except as provided in Paragraph 7  
\_\_\_\_\_ vocational rehabilitation benefits/supplemental job displacement benefits

Any accrued claims for Labor Code Section 5814 penalties are included in this settlement unless expressly excluded.

10. It is agreed by all parties hereto that the filing of this document is the filing of an application, and that the WCAB may in its discretion set the matter for hearing as a regular application, reserving to the parties the right to put in issue any of the facts admitted herein and that if hearing is held with this document used as an application, the defendants shall have available to them all defenses that were available as of the date of filing of this document, and that the WCAB may thereafter either approve this Compromise and Release or disapprove it and issue Findings and Award after hearing has been held and the matter regularly submitted for decision.

11. **WARNING TO EMPLOYER: SETTLEMENT OF YOUR WORKERS' COMPENSATION CLAIM BY COMPROMISE AND RELEASE MAY AFFECT OTHER BENEFITS YOU ARE RECEIVING OR MAY BECOME ENTITLED TO RECEIVE IN THE FUTURE FROM SOURCES OTHER THAN WORKERS' COMPENSATION, INCLUDING BUT NOT LIMITED TO SOCIAL SECURITY, MEDICARE AND LONG-TERM DISABILITY BENEFITS.**

THE APPLICANT'S (EMPLOYEE'S) SIGNATURE MUST BE ATTESTED TO BY TWO DISINTERESTED PERSONS OR ACKNOWLEDGED BEFORE A NOTARY PUBLIC.

By signing this agreement, applicant (employee) acknowledges that he/she has read and understands this agreement and has had any questions he/she may have about this agreement answered to his/her satisfaction.

Witness the signature hereof this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_.

Witness 1 \_\_\_\_\_ (Date) Applicant (Employee) \_\_\_\_\_ (Date)  
Witness 2 \_\_\_\_\_ (Date) Attorney for Applicant \_\_\_\_\_ (Date)  
Witness 3 \_\_\_\_\_ (Date) Attorney for Defendant \_\_\_\_\_ (Date)

STATE OF CALIFORNIA  
County of \_\_\_\_\_  
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared \_\_\_\_\_  
known to me to be the person(s) whose name(s) were subscribed to the within instrument, and acknowledged to me that he, she, executed the same.

*In Witness Whereof*, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

\_\_\_\_\_, Notary Public in and for said County and State of California

DWC WCAB FORM 15 (Rev. 10/2005) (Page 3 of 3)  
SCIF 3415 (Rev. 1/06)

WORKERS' COMPENSATION APPEALS BOARD  
STATE OF CALIFORNIA  
SCIF No. «SCIFIDENTIC»

Case No: «CaseNo»

Applicant \_\_\_\_\_  
vs. \_\_\_\_\_  
Applicant/Employee \_\_\_\_\_  
State of California  
Lawfully uninsured with State Compensation Insurance Fund as adjusting agent  
Defendants \_\_\_\_\_

The parties to the above-entitled action having filed a Compromise and Release herein, on June 29, 2005 settling this case for \$«SettlementSum» in addition to all sums which may have been paid previously, and requesting that it be approved, and this Board having considered the entire record, including said Compromise and Release, now finds that it should be approved.

Release of Applicant's dependent's potential rights to death benefits has been considered in the adequacy of the Compromise and Release.

The agreed upon settlement amount is considered adequate, based upon a review of the medical evidence.

If checked: This Judge has noted and considered the Rodgers/Carter release with respect to any basic benefits resulting from any further injury in rehabilitation in determining adequacy of this settlement and specifically notes that this Compromise and Release does NOT settle Labor Code §130.5 benefits.

If checked: Based upon \_\_\_\_\_ I find that there are genuine issues, which, if resolved against the applicant, would result in his/her taking nothing. Therefore the Compromise and Release of vocational rehabilitation benefits is appropriate per *Thomas v. Sports Chalet*.

IT IS ORDERED that said Compromise and Release be approved. AWARD is made in favor of: «Applicants», and Against «Employer» as follows:

\$«SettlementSum», payable in one lump sum to applicant, LESS advances of Permanent Disability according to proof, and less attorney fees of \_\_\_\_\_ payable to applicant's attorney.

Interest included in Award if paid within 20 days of receipt of Workers' Compensation Appeals board approval.

Filed and served by mail/personally on: \_\_\_\_\_ Workers' Compensation Judge  
On all parties on the Official Address Record.

By: \_\_\_\_\_

SCIF 3415 (REV. 1992) (PAGE 4) DA WCAB 15

## **Findings and Award (F&A)**

- Determined by the Judge
- Findings based on evidence and testimony presented at trial
- Parties have 20 days to object to the findings
  - File a Petition for Reconsideration (Recon)
  - If the Petition is not granted, parties file an Appeal
  - Reviewed at the Appellate Court Level
  - If we disagree with those finding we file a Writ of Certiorari
  - Reviewed at the Supreme Court Level

## **Dismissal**

- Filed on litigated files when the applicant attorney fails to complete their discovery
- SCIF must notify all parties of intent to dismiss
- Parties have 20 days to file an objection with the DWC
- Judge reviews and issues a determination
  - The judge will allow an additional 10 days for an objection before the decision is final

## **Closing Claims**

### **Non-represented claims with no activity**

- Adjuster must send a closing notification
- Close in 6 months

### **Represented claims**

- Can not be closed until settled

### **Settled Claims**

- Stipulations and F&As
  - After all benefits have been paid out in full (IDL, TD, PD, LP, VR)
  - All liens are settled and paid
  - Minimal medical treatment in the last 12 months (4 bills or \$1,000)
- C&R and Dismissals
  - Immediately after settlement is paid
  - All Liens are settled and paid

## Resources For More Information

The California Labor Code

[www.leginfo.ca.gov](http://www.leginfo.ca.gov)

The Department of Industrial Relations

[www.dir.ca.gov](http://www.dir.ca.gov)

The Division of Workers' Compensation

[www.dir.ca.gov/dwc](http://www.dir.ca.gov/dwc)

California Workers' Compensation Institute

[www.cwci.com](http://www.cwci.com)

State Compensation Insurance Fund

[www.scif.com](http://www.scif.com)

Department of Personnel Administration

[www.dpa.ca.gov](http://www.dpa.ca.gov)